

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to sign, on behalf of the El Paso City-County Health and Environmental District, the following contract amendment and renewal, and related materials, with the Texas Department of Health:

EPI-CHILDHOOD LEAD POISONING PREVENTION
Document No. 7460007499-2005, Attachment No. 05

ADOPTED this 22nd day of June, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Teresa Garcia
Assistant City Attorney



TEXAS DEPARTMENT OF HEALTH
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS

TDH Document No. 7460007499 2005

COUNTY OF TRAVIS

Contract Change Notice No. 05

The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with EL PASO CITY-COUNTY HEALTH & ENVIRONMENTAL DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 05 : EPI-CHILDHOOD LEAD POISONING PREV.

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

CITY OF EL PASO

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

EL PASO CITY-COUNTY HEALTH &
ENVIRONMENTAL DISTRICT

By: [Signature]
(Signature of person authorized to sign)

Jorge C. Magana, M.D., F.A.A.P., Director
City-County Health & Environmental Dist.
(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

Approved as to form:

[Signature]
Teresa Garcia, Assistant City Attorney
RECEIVING AGENCY:

TEXAS DEPARTMENT OF HEALTH

By: [Signature]
(Signature of person authorized to sign)
Bob Burnette, Director
Procurement and Contracting Services Division
(Name and Title)

Date: 05-26-04

CITY OF EL PASO

By: _____
Joe Wardy, Mayor

SC PCSD - Rev. 2/03

ATTEST:

[Signature]
John M. Hune, M.D., Chairman
Board of Health

[Signature]
Richarda Duffy Momsen
City Clerk

DETAILS OF ATTACHMENTS

Att/ Amd No.	TDH Program ID/ TDH Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (TDH Share)
		Begin	End	Source of Funds*	Amount		
01	TB/PC 0000001624	01/01/04	12/31/04	93.116	291,023.00	0.00	291,023.00
02	STD/HIV 0000001793	01/01/04	12/31/04	93.977 93.940	93,748.00	0.00	93,748.00
03	IMM/LOCALS 0000001765	01/01/04	12/31/04	State 93.268	329,073.00	0.00	329,073.00
04A	HIV/SURV 0000002156	04/01/04	12/31/04	93.944	15,005.00	0.00	15,005.00
05	EPI/LEAD 0000002251	07/01/04	06/30/05	93.262	50,000.00	0.00	50,000.00
TDH Document No.7460007499 2005 Change No. 05					Totals	\$ 0.00	\$778,849.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460007499-2005
ATTACHMENT NO. 05
PURCHASE ORDER NO. 0000002251

PERFORMING AGENCY: EL PASO CITY-COUNTY HEALTH & ENVIRONMENTAL
DISTRICT

RECEIVING AGENCY PROGRAM: BUREAU OF EPIDEMIOLOGY

TERM: July 01, 2004 THRU: June 30, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall develop a Childhood Lead Poisoning Prevention Program to perform lead poisoning prevention activities at the community level. PERFORMING AGENCY shall collaborate with local physicians and other education, social service and housing agencies that have a role in community-wide primary prevention efforts.

PERFORMING AGENCY shall:

- 1) Coordinate lead poisoning prevention activities with other pertinent health, housing, and environmental agencies;
- 2) Develop and implement a primary lead poisoning prevention plan that focuses on the highest risk sources and populations;
- 3) Analyze surveillance and other data to identify lead exposure patterns and high-risk populations;
- 4) Ensure that necessary lead screening services are being provided to children in the identified and approved service area;
- 5) Report blood levels to RECEIVING AGENCY Program as required by Chapter 88, Health and Safety Code; and
- 6) Ensure that medical and environmental follow-up services are provided to lead poisoned children.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this contract Attachment unless amended. The following documents are incorporated by reference and made a part of this contract Attachment:

- 42 USC §§ 247b-1, 247b-3;

- Health and Safety Code, Chapter 88;
- RECEIVING AGENCY'S Standards for Public Health Clinic Services, revised January 2004;
- Centers for Disease Control and Prevention's Childhood Lead Poisoning Prevention guidelines, dated March 2002, November 1997, and October 1991 and any revisions;
- RECEIVING AGENCY'S Lead Screening Guidelines, dated 1996, and any revisions; and,
- RECEIVING AGENCY'S policies, procedures, and guidelines on child lead poisoning prevention.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMING AGENCY shall perform all these activities in accordance with PERFORMING AGENCY'S approved workplan, time frames, and budget as approved by RECEIVING AGENCY. All of the above named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to said documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below that projected in PERFORMING AGENCY'S total contract amount as shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, the PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract.

PERFORMING AGENCY shall ensure 30% of the at-risk population in the identified and approved service area is screened for Lead Poisoning during the contract Attachment period.

PERFORMING AGENCY shall provide services to clients who live or receive services in the following county(ies)/area: El Paso.

PERFORMING AGENCY shall submit a monthly activity report to RECEIVING AGENCY Program, no later than fifteen (15) calendar days after the end of each month.

SECTION II. SPECIAL PROVISIONS:

PERFORMING AGENCY shall not charge clients for services performed under this contract.

PERFORMING AGENCY shall not submit claims for reimbursement of funds under this contract Attachment for the purchase of the following items:

- Vehicles;
- Out-of-state travel.

General Provisions, **Advance Payments** Article, is not applicable to this Attachment.

General Provisions, **Program Income** Article, is not applicable to this Attachment.

General Provision, **Equipment and Supplies** Article, is revised to add the following:

PERFORMING AGENCY shall maintain an inventory of equipment purchased with funds from this contract Attachment and shall submit a copy of the inventory list to RECEIVING AGENCY Program within 30 calendar days of the end of the contract term.

SECTION III. BUDGET:

PERSONNEL	\$38,765.00
FRINGE BENEFITS	11,151.00
TRAVEL	84.00
EQUIPMENT	0.00
SUPPLIES	0.00
CONTRACTUAL	0.00
OTHER	0.00
 TOTAL	 \$50,000.00

Total reimbursements will not exceed \$50,000.00.

Financial status reports are due the 30th of October, 30th of January, 30th of April, and the 30th of September.